

property hereby mortgaged, at the Court House door in Frederick City, Maryland, at public auction for cash, and to grant and convey said property to the purchaser or purchasers thereof, his, her or their assigns; and the said sale shall be made after giving at least three successive weeks' notice of the time, place, manner and terms of sale, by advertisement in some newspaper printed in said Frederick County, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale shall be applied, first: to the payment of all expenses incident to such sale, including a commission to the party making sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having Equity Jurisdiction in the State of Maryland, and a reasonable counsel fee to the Solicitor for the party making said sale; and, second: to the payment of all claims of the said Mortgagee, his personal representatives or assigns under this mortgage, whether the same shall have then matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his heirs or assigns, or to whosoever may be entitled to the same.

WITNESS my hand and seal.

TEST: John M. Ahalt

James Samuel Briscoe (SEAL)

STATE OF MARYLAND, )

To-Wit:

FREDERICK COUNTY, )

I HEREBY CERTIFY, That on this 4th day of February, 1929, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared James S. Briscoe, the above-named Mortgagor, and acknowledged the foregoing mortgage to be his act and deed; and at the same time also personally appeared before me Howard M. Huffer, the above named Mortgagee, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth; and the said Mortgagee did further make oath in due form of law that he has not required the Mortgagor, his agent or attorney, or any person for the said Mortgagor, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require any tax levied thereon to be paid by the said Mortgagor, or any person for him, during the existence of this mortgage.